



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. *992700000* Filed 1425

December 13, 1979

DEC 19 1979 - 9 25 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

*See page 2 for
cross indexing request.*

RE: Section 11303 Filing: Supplementary Rider No. 162
dated as of February 8, 1979, ("Lease") to Car Leasing
Agreement 1968-7 between North American Car Corporation
("Lessor") and E.I. Du Pont De Nemours & Company ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of December
16, 1978, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, Wilmington, Delaware 19798 and assigned to
Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford,
Connecticut 06904. The Assignment of Leases was recorded
with the Interstate Commerce Commission at 11:20 a.m. on
December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

*Mrs Lee
this one is
9927-00000*

*Chyn W. Huber
Owen D. Taylor*



Secretary
Interstate Commerce Commission
December 13, 1979
Page Two

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease. *Supplementing Rule, No. 142 and 143 for the Commission's use.*

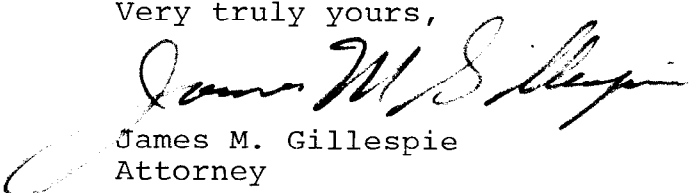
Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

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More
1-1-80*

Please cross index this filing against the name of the Lessee, E.I. Du Pont De Nemours & Company.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosure

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C E R T I F I C A T E DEC 19 1979-9 22 AM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 162 to Car Leasing Agreement 1968-7 between North American Car Corporation and E. I. Du Pont De Nemours & Company dated February 8, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Debra A Kelly

My Commission Expires Feb. 23, 1983

My Commission Expires _____.

KEEP

ICE FILE COPY

9927-00000

NORTH AMERICAN CAR CORPORATION
MASTER CAR SERVICE CONTRACT 1968-7
RIDER NO. 162

It is hereby agreed that effective as of the date hereof, this Rider shall become a part of Master Car Service Contract 1968-7 between E. I. DU PONT DE NEMOURS & COMPANY and NORTH AMERICAN CAR CORPORATION, dated August 1, 1960, and the cars described herein shall be subject to the terms and conditions of said Contract during the term of use and for the rental set forth below:

NUMBER OF CARS	Four (4)
TYPE OF CAR	Tank cars
CAPACITY	30,000 gallons
COILS	No
INSULATED	No
COMMODITY	Methanol
MONTHLY RENTAL	\$422.00 per car
REPORTING MARKS	Presently not available
LEASE TERM	Commencing on the date of delivery thereof to Lessee and continuing for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Notwithstanding the lease term hereinabove specified, it is understood and agreed that either party shall have the right to terminate this Rider No. 162 with respect to any or all of said cars on that date which is one (1) year from the first day of the month following the average date of delivery of such cars to Lessee, and on each anniversary date thereafter, upon giving the other party at least ninety (90) days' prior written notice of its election so to do.

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Winona, South Carolina and Vee, Ohio.

For each mile in excess of $\frac{30,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 256.6 as was reported for September, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

<u>NATX</u>	<u>DATE DELIVERED</u>
29252	8-16-79
29253	6-18-79
29254	6-22-79
29255	6-15-79

This Lease is a CONTINUANT ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

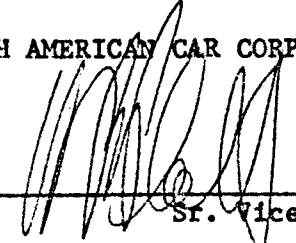
All other conditions and provisions contained in Car Service Contract 1968-7, applicable to the cars covered by this Rider, shall continue in full force and effect during the term of use herein specified and thereafter until said cars are released from Lessee's service.

Dated this 8th day of February, 1979.

ATTEST:


Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By 
Sr. Vice President

E. I. DU PONT DE NEMOURS & COMPANY

By 
(Title)

for DIRECTOR - TRANSPORTATION & DISTRIBUTION DEPT.

NORTH AMERICAN CAR CORPORATION

MASTER CAR SERVICE CONTRACT 1968-7

RIDER NO. 162

[illegible]

On this 28 day of February, 1979, before me personally appeared H. P. Platt, to me personally known, who, being by me duly sworn, says that he is a Sr. Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Loris M Halberst
Notary Public

(Notarial Seal)

STATE OF *Delaware*)
COUNTY OF *New Castle*) ss.:

On this 19th day of September, 1949, before me personally appeared W. L. Williams, III, to me personally known, who, being by me duly sworn, says that he is an employee of the City of San Francisco, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas J. L. L. L.
Notary Public

(Notarial Seal)